

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Deutsche Bank AG, London Branch** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **J.P. Morgan Securities plc** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the notional amounts specified in Schedule 1 hereto (the "Purchased Claims"), in Seller's right, title and interest in and to the Proofs of Claim set forth in Schedule 1 hereto filed by or on behalf of Seller's predecessor in interest (the "Proofs of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent related to the Purchased Claims, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim include the Purchased Claims specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller

hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

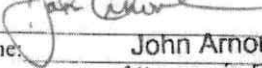
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser or Purchaser's assignee (as directed by Purchaser). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of any Purchased Security.

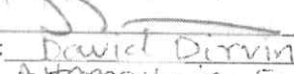
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proofs of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 26 day of March 2014.


**Deutsche Bank AG, London Branch**


By:   
Name: John Arnone  
Title: Attorney in Fact  
Date: 26<sup>th</sup> March 2014

By:   
Name: David Dirvin  
Title: Attorney-in-Fact  
Date: 26<sup>th</sup> March 2014

Address:  
1 Great Winchester Street  
London EC2N 2 DB

**J.P. Morgan Securities plc**

By:   
Name: Alexander Wilk  
Title: Authorized Signatory  
Date: 3-26-14

By:   
Name: Andrew C. Faherty  
Title: Authorized Signatory  
Date: 3-26-14

Address:  
J.P. Morgan Securities plc  
Mail Code: NY1-M138  
383 Madison Avenue – Floor 37  
New York, New York 10179  
ATTN: Jeffrey L. Panzo



**SCHEDULE I**

**Transferred Claims**

The allowed Purchased Claims transferred herein are listed below which, for the avoidance of doubt, are intended to include all Proofs of Claim with notional amounts denominated in a currency other than U.S. Dollars transferred by Purchaser to Deutsche Bank AG, London Branch as reflected in the "Transfer of Claims Other than for Security" filed on March 15, 2013 (docket # 36021 in the Proceedings):

Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
1	35549 LEH TSY 0 2/1/2013 (FMV)	EUR	750,000.00	CA86023	XS0210782552
2	35552.03 LEH TSY 0 8/1/17 (FMV)	EUR	4,500,000.00	CA89234	XS0313198979
3	37205 LEH TSY 0% 7/11/10 (FMV)	EUR	335,000.00	6020696	XS0309103546
4	42244 LEH TSY 0 12/5/2010 (FMV)	EUR	99,000.00	6042499	XS0268043709
5	42610 LEH TSY 0% 7/11/10 (FMV)	EUR	635,000.00	6020694	XS0309103546
6	42895.03 LEH TSY 0.5 6/2/20 (PAR)	EUR	750,000.00	6015195	XS0355227942
7	42895.03 LEH TSY 0.5 7/2/20 (PAR)	EUR	1,140,000.00	6015196	XS0365822435
8	46939.01 LEH TSY FRN 7/22/10 (PAR)	EUR	3,000,000.00	6034514	XS0376686308
9	49617.01 LEH TSY 3.35% 10/13/16 (FMV)	EUR	900,000.00	CA26780	XS0269969704
10	49617.02 LEH TSY 0.5% 3/13/13 (FMV)	EUR	8,300,000.00	CA26789	XS0243853453
11	49617.03 LEH TSY 0 12/30/16 (FMV)	EUR	1,650,000.00	CA26790	XS0270686859
12	49617.05 LEH TSY 0.8% 2/23/17 (FMV)	EUR	5,600,000.00	CA26792	XS0270683161
13	49617.06 LEH TSY 0.8% 2/23/17 (FM2)	EUR	850,000.00	CA26830	XS0270684565
14	49689.01 LEH TSY 6% 11/2/2035 (FMV)	EUR	300,000.00	6054533	XS0232326488
15	49692 LEH TSY FRN 3/18/15 (FMV)	EUR	300,000.00	6055019	XS0213971210
16	49693.01 LEH TSY 6% 2/15/35 (FMV)	EUR	330,000.00	6054525	XS0210433206
17	49737.02 LEH TSY FRN 3/20/10 (FMV)	EUR	1,500,000.00	6033801	XS0345700198
18	49737.06 LEH TSY 0 2/1/2013 (FMV)	EUR	525,000.00	6033359	XS0210782552
19	49737.07 LEH TSY 5 4/24/17 (FMV)	EUR	5,200,000.00	6033800	XS0296282386

	Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
20	49778.01	LEH TSY 0 8/20/10 (FMV)	EUR	84,000.00	6054637	CH0027121000
21	50309.24	LEH TSY 0% 10/10/13 (PAR)	EUR	33,000.00	6056970	XS0176153350
22	50315.31	LEH TSY FRN 9/26/13 (FMV)	EUR	369,771.00	6034369	XS0317188646
23	50316.29	LEH TSY FRN 9/26/13 (FMV)	EUR	1,962,729.00	6034371	XS0317188646
24	55247.02	LEH TSY FRN 6/18/18 (FMV)	CHF	600,000.00	6059609	XS0369333215
25	55247.04	LEH TSY 6% 2/15/35 (FMV)	EUR	1,210,000.00	6038192	XS0210433206
26	55247.04	LEH TSY 8.25% 3/2035 (FMV)	EUR	241,000.00	6056281	XS0213416141
27	55247.04	LEH TSY 7.25% 10/35 (FMV)	EUR	445,000.00	6038193	XS0229584296
28	55247.04	LEH TSY 6% 11/2/2035 (FMV)	EUR	179,000.00	6057823	XS0232364868
29	55811.02	LEH TSY 1 5/9/12 (PAR)	EUR	271,000.00	6048254	XS0362447558
30	55811.02	LEH TSY FRN 6/1/2009 (Par)	GBP	80,000.00	6048249	XS0251195847
31	55812.01	LEH TSY 0 3/3/2009 (FMV)	EUR	1,400,000.00	6056516	XS0245046544
32	55812.01	LEH TSY 0 8/28/2009 (FMV)	EUR	1,200,000.00	6048250	XS0263871674
33	55816.05	LEH TSY FRN 6/1/2009 (Par)	GBP	220,000.00	6039340	XS0251195847
34	55824.03	LEH TSY 0 12/6/10 (FMV)	EUR	1,481,000.00	9464624	XS0301522719
35	55829.22	LEH TSY FRN 3/8/10 (FMV)	CHF	6,378,000.00	9494581	XS0186243118
36	55829.35	LEH TSY 0 6/7/10 (PAR)	EUR	600,000.00	9494815	XS0365383339
37	55829.86	LEH TSY FRN 10/30/12 (FMV)	EUR	1,222,000.00	9494637	XS0325550555
38	55829.86	LEH TSY 0 1/24/11 (FMV)	EUR	379,000.00	9494544	XS0335964648
39	55829.86	LEH TSY 0 2/8/11 (FMV)	EUR	311,000.00	9494591	XS0339537390
40	56717.07	LEH TSY 0 12/15/14 (FMV)	EUR	900,000.00	CA28267	XS0280432526
41	57532	LEH TSY FRN 6/30/10 (FMV)	EUR	600,000.00	CA66383	XS0245728547
42	57533	LEH TSY FRN 6/24/13 (PAR)	EUR	900,000.00	CA66396	XS0371621672
43	57712	LEH TSY 0 1/22/12 (FMV)	EUR	2,400,000.00	CA66388	XS0283703345
44	58489.01	LEH TSY FRN 3/27/16 (FMV)	EUR	3,000,000.00	6052400	XS0248282120



	Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
45	58781.05	LEH TSY 0 11/2/2012 (FMV)	EUR	1,193,000.00	6032975	DE000A0TLL96
46	58781.05	LEH TSY 0 5/23/2014 (FMV)	EUR	791,000.00	6032997	DE000A1HBEY1
47	58781.05	LEH TSY 0 10/26/12 UBS (FMV)	EUR	1,115,000.00	6032972	FI0003025379
48	58781.05	LEH TSY 0 12/12/2012 (FMV)	EUR	550,000.00	3220091013SEB0610116	FI0003026559
49	58781.05	LEH TSY FRN 12/6/2008 (Par)	EUR	1,710,000.00	6050638	XS0158383454
50	58781.05	LEH TSY 7% 11/26/13 (PAR)	EUR	88,000.00	6050791	XS0178969209
51	58781.05	LEH TSY 0 2/09/09 (FMV)	EUR	109,000.00	6032980	XS0185349916
52	58781.05	LEH TSY FRN 4/23/14 (PAR)	EUR	110,000.00	6034770	XS0189294225
53	58781.05	LEH TSY FRN 4/23/14 (PAR)	EUR	11,000.00	6050790	XS0189294225
54	58781.05	LEH TSY 0 8/12/11 EU (PAR)	EUR	457,000.00	6033013	XS0197173643
55	58781.05	LEH TSY 0 12/17/2011 (FMV)	EUR	550,000.00	6032976	XS0210326202
56	58781.05	LEH TSY 6% 2/15/35 (FMV)	EUR	581,000.00	6033036	XS0210433206
57	58781.05	LEH TSY 0 2/1/2013 (FMV)	EUR	810,000.00	6032981	XS0210782552
58	58781.05	LEH TSY 0 2/16/2015 (FMV)	EUR	1,688,000.00	6032984	XS0211093041
59	58781.05	LEH TSY 8.25% 3/2035 (FMV)	EUR	1,795,000.00	6033028	XS0213416141
60	58781.05	LEH TSY FRN 3/18/15 (FMV)	EUR	250,000.00	6055677	XS0213971210
61	58781.05	LEH TSY 3.63% 3/2/12 (FMV)	EUR	1,000,000.00	6033023	XS0214267923
62	58781.05	LEH TSY FRN 3/1/12 E (FMV)	EUR	1,200,000.00	6046488	XS0218261625
63	58781.05	LEH TSY 7% 5/17/35 (FMV)	EUR	1,508,000.00	6033038	XS0218304458
64	58781.05	LEH TSY 0 5/25/10 (FMV)	EUR	693,000.00	6032999	XS0218961109
65	58781.05	LEH TSY 0 6/30/10 (BC) (FMV)	EUR	1,227,000.00	6033007	XS0223700658
66	58781.05	LEH TSY 0 9/15/2010 (FMV)	EUR	184,000.00	6033016	XS0228149075
67	58781.05	LEH TSY 7.25% 10/35 (FMV)	EUR	6,279,000.00	6033026	XS0229584296
68	58781.05	LEH TSY 6% 11/2/2035 (FMV)	EUR	1,737,000.00	6033024	XS0232364868

Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
69	58781.05 LEH TSY 0 11/17/09 (FMV)	EUR	1,800,000.00	6032974	XS0233810521
70	58781.05 LEH TSY FRN 12/9/10 (FMV)	EUR	150,000.00	6033035	XS0236535679
71	58781.05 LEH TSY 0 1/19/2016 (FMV)	EUR	450,000.00	6032968	XS0237304059
72	58781.05 LEH TSY 0 3/3/2009 (FMV)	EUR	6,600,000.00	6032988	XS0245046544
73	58781.05 LEH TSY 8.5% 7/5/16 (FMV)	EUR	71,000.00	6033029	XS0252173066
74	58781.05 LEH TSY 0 5/23/14 (FMV) 2	EUR	2,250,000.00	6032998	XS0253857642
75	58781.05 LEH TSY 0 12/29/2013 (FMV)	EUR	700,000.00	6032978	XS0259672599
76	58781.05 LEH TSY 0 12/5/2010 (FMV)	EUR	794,000.00	6041191	XS0268043709
77	58781.05 LEH TSY 0 12/5/2010 (FMV)	EUR	114,000.00	6032979	XS0268043709
78	58781.05 LEH TSY 0 12/5/2010 (FMV)	EUR	125,000.00	6050789	XS0268043709
79	58781.05 LEH TSY 1.5% 10/25/11 (FMV)	EUR	500,000.00	6034769	XS0271201484
80	58781.05 LEH TSY 0 10/26/2009 (FMV)	EUR	300,000.00	6032971	XS0271820978
81	58781.05 LEH TSY 0 1/22/2009 (FMV)	EUR	232,000.00	6032969	XS0271893694
82	58781.05 LEH TSY 0 5/13/09 (FMV)	EUR	95,000.00	6032994	XS0274127009
83	58781.05 LEH TSY FRN 03/09/17 (PAR)	EUR	1,172,000.00	6033030	XS0287569924
84	58781.05 LEH TSY 0 3/19/2013 (FMV)	EUR	3,000,000.00	6032987	XS0291646577
85	58781.05 LEH TSY 0 9/30/2009 (FMV)	EUR	150,000.00	6033019	XS0293138813
86	58781.05 LEH TSY 0 5/7/2009 (PAR)	EUR	602,000.00	6046254	XS0298614552
87	58781.05 LEH TSY 0 5/22/12 UB (FMV)	EUR	250,000.00	6032996	XS0300418281
88	58781.05 LEH TSY 0 7/14/2014 (FMV)	EUR	3,500,000.00	6033009	XS0309485729
89	58781.05 LEH TSY FRN 11/5/10 (PAR)	EUR	1,719,000.00	6033034	XS0328401830
90	58781.05 LEH TSY 0 1/31/12 SX (FMV)	EUR	500,000.00	6032970	XS0344442420
91	58781.05 LEH TSY 0 2/13/12 EU (PAR)	EUR	177,000.00	6032983	XS0344557839
92	58781.05 LEH TSY FRN 4/28/13 (PAR)	EUR	950,000.00	6033037	XS0359123634
93	58781.05 LEH TSY 0 8/1/2020 (Par)	EUR	1,500,000.00	6033012	XS0368926506



	Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
94	58781.05	LEH TSY FRN 7/8/2014 (FMV)	EUR	1,500,000.00	6033041	XS0372163054
95	58781.05	LEH TSY FRN 6/1/2009 (Par)	GBP	4,600,000.00	6033039	XS0251195847
96	58781.05	LEH TSY 2.5% 12/15/11 (FMV)	GBP	600,000.00	6033021	XS0276245700
97	58781.06	LEH TSY 0 8/28/2009 (FMV)	EUR	2,700,000.00	6033015	XS0263871674
98	58885.01	LEH TSY 2.875% 3/13 (PAR)	CHF	12,000,000.00	6053404	CH0029197156
99	58892	LEH TSY FRN 3/1/17 (FMV)	EUR	4,500,000.00	CA75818	XS0213593865
100	58980.07	LEH TSY 8.25% 3/2035 (FMV)	EUR	140,200.00	6038313	XS0213416141
101	58982.05	LEH TSY 8.25% 3/2035 (FMV)	EUR	234,800.00	6038326	XS0213416141
102	59098.25	LEH TSY 7% 6/6/17 (FMV)	EUR	1,110,000.00	6046166	XS0220152069
103	59098.26	LEH TSY 5% 2/28/32 (FMV)	EUR	479,000.00	6028926	XS0288702052
104	59544	LEH TSY 0 4/2/10 (FMV)	EUR	81,000.00	9554997	XS0290588572
105	59604	LEH TSY FRN 1/31/15 (FMV)	EUR	154,000.00	9554933	XS0338465254
106	59725	LEH TSY 4.6% 7/6/16 (PAR)	EUR	2,000,000.00	6059378	XS0258715456
107	59833	LEH TSY FRN 3/8/10 (FMV)	CHF	129,000.00	6059302	XS0186243118
108	60722	LEH TSY 6% 2/15/35 (FMV)	EUR	185,000.00	CA29429	XS0210433206
109	63603.04	LEH TSY FRN 8/17/20 (FMV)	EUR	4,500,000.00	CA62622	XS0226995396
110	63604.06	LEH TSY 6.25% 9/5/11 (FMV)	EUR	181,000.00	2013200910151864156	DE000A0TX6H7
111	64031	LEH TSY 7.25% 10/35 (FMV)	EUR	160,000.00	CA29428	XS0229584296
112	64062.01	LEH TSY 0% 10/10/13 (PAR)	EUR	600,000.00	CA16639	XS0176153350
113	66384.04	LEH TSY 0 3/25/14 (FMV)	EUR	300,000.00	CA17683	DE000A0G4LS9
114	66501.04	LEH TSY 0 12/5/2010 (FMV)	EUR	551,000.00	9404527	XS0268043709
115	66501.33	LEH TSY 0 12/5/2010 (FMV)	EUR	1,024,000.00	9404527	XS0268043709
116	66792.01	LEH TSY 0 2/1/2013 (FMV)	EUR	630,000.00	CA15459	XS0210782552

Claim Number	SyCode	Notional Currency	Notional Amount	Blocking Number	ISIN
117	55829.26 LEH TSY FRN 10/25/12 (FMV)	CHF	1,194,000.00	9494627	XS0270828584